

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC BUILDINGS  
MAINTENANCE SERVICES***

**PROJECT MANUAL:  
MASONRY REPAIRS AT THE  
DPW UTILITIES FACILITY  
60 ELLIOT STREET  
NEWTON, MA 02161  
*INVITATION FOR BID #13-109***

**Pre-Bid Meeting: July 3, 2013 at 12:00 p.m.  
Bid Opening Date: July 12, 2013 at 10:00 a.m.**

**JUNE 2013  
Setti D. Warren, Mayor**

**CITY OF NEWTON  
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MASONRY REPAIRS  
AT THE DPW UTILITIES FACILITY**

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**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID**

The City of Newton invites sealed bids from Contractors for:

**MASONRY REPAIRS**  
**AT THE DPW UTILITIES FACILITY**

Pre-Bid Meeting: **12:00 p.m., Wednesday, July 3, 2013, 60 Elliot Street, Newton, MA 02461**  
Bids will be received until: **10:00 a.m., Friday, July 12, 2013**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Specifications will be available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids), or pick up at the Purchasing Department, after **10:00 a.m. on June 27, 2013**. There is no charge for documents.

All Bids must be accompanied by a copy of a "Certificate of Eligibility" (DCAM Form CQ-7) issued by the Division of Capital Asset Management (DCAM) and a "Contractor Update Statement" (DCAM Form CQ-3). ). **The category of work for which the Bidder must certified is: Masonry**

The term of the awarded contract **shall extend for 120 days from the day of contract execution.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extend permitted by the law the City will retain all bid deposits for withdrawn bids.**

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance and Labor and Materials Payment Bond each in the amount of 100%** of the contract total.

**All bids shall be submitted as one ORIGINAL and one COPY.**

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids), Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON  
Nicholas Read  
*Chief Procurement Officer*  
June 27, 2013

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, July 5, 2013 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #13-109**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.6 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND INVITATION NUMBER
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.7 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.8 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.9 Bids shall be submitted with one **original** and one **copy**.
- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
BID FORM #13-109**

- A.** The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**MASONRY REPAIRS  
AT THE DPW UTILITIES FACILITY**

- B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C.** The proposed contract price is:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

For Alternate No.   1   Add \$ \_\_\_\_\_; Subtract \$ \_\_\_\_\_

For Alternate No.   2   Add \$ \_\_\_\_\_; Subtract \$ \_\_\_\_\_

COMPANY: \_\_\_\_\_

- D.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the low responsible bidder.

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

- E.** The undersigned has completed and submits herewith the following documents:

- ☐ DCAM (CQ7 and CQ3)
- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications & Reference Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ 5% Bid Bond

- F.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully

completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (“OSHA”) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**



## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)


---

Name of Business



Setti D. Warren

## Purchasing Department

Nicholas Read  *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date \_\_\_\_\_

Vendor \_\_\_\_\_

Re: Debarment Letter for Invitation For Bid # \_\_\_\_\_

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

### **Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Company)  
(Address)  
(Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

## CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### MASONRY REPAIRS AT THE DPW UTILITIES FACILITY

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #13-109 issued by the Purchasing Department;
- c. The Project Manual for Masonry Repairs at the DPW Utilities Facility including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of the awarded contract shall extend for 120 days from the day of contract execution.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds are available in the following

accounts:

31NB2999-5825

31OC913-52407

I further certify that the Mayor, or his designee,  
is authorized to execute contracts and approve  
change orders.

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Interim Commissioner of Public Buildings*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_



## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CITY OF NEWTON, MASSACHUSETTS

### PERFORMANCE BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_, in Newton, Massachusetts.  
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(TITLE)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

# CITY OF NEWTON, MASSACHUSETTS

## PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_, in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(TITLE)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**GENERAL CONDITIONS**

**OF THE CONTRACT**

**FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

**1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

**2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

**3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default

under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

## 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

## 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

## 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

## 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

## 9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.
- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

## 10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

## 11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

## 12.0 INSURANCE REQUIREMENTS

- 12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

### WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.
------------------------	---

### PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

### VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

- 12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

### 13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or



death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

#### 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**

**PUBLIC BUILDING MAINTENANCE CONTRACT  
SUPPLEMENTAL CONDITIONS  
COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON**

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## **SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS**

### **Article 1. METHOD OF PAYING SUBCONTRACTORS**

**(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)**

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the

amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

## **Article 2. METHOD OF PAYING GENERAL CONTRACTORS**

**(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)**

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the

amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

### **Article 3. CLAIMS FOR UNFORESEEN CONDITIONS**

**(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)**

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

### **Article 4. CLAIMS FOR DELAY**

**(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)**

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

## **Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT**

**(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)**

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

## **Article 6. PREFERENCE IN EMPLOYMENT, WAGES**

**(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).**

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

## **Article 7. HOURS OF WORK**

**(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).**

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to



such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

#### **Article 8. WORK BY FOREIGN CORPORATIONS**

**(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).**

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

**END OF SUPPLEMENTAL CONDITIONS**

# **BUILDING MAINTENANCE SERVICE CONTRACT**

## **SPECIAL CONDITIONS**

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

### **1.0 SUMMARY OF WORK**

**A. The Work under the Contract consists of:**

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

**B. In addition, the work under the Contract includes:**

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

**C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.**

### **2.0 PROJECT SITE**

**A. The areas of work for this contract shall be various buildings within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.**

**B. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.**

### **3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK**

**A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.**

**B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.**

**C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.**



- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

#### 4.0 PAYMENT

- A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Building Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Building Department upon completion of the work and to insure the work is promptly inspected by a Building Department representative.

#### 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

#### 6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

#### 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

#### 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

## 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

## 10.0 GENERAL DIRECTIONS

### A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

### B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

### C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

### D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

### E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

- F. The Contractor is responsible for the security of all work until it is accepted by the City.

## 11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

## 12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

### 13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

### 14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

### 15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

#### **END OF SECTION**



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: #13-109 City/Town: NEWTON  
Description of Work: Department of Public Works Utilities Facility Exterior Masonry and Related Component Repairs  
Job Location: 60 Elliot Street

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.55	\$8.91	\$8.00	\$0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.62	\$8.91	\$8.00	\$0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.74	\$8.91	\$8.00	\$0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 1	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (NEWTON)	02/01/2013	\$47.41	\$10.18	\$17.83	\$0.00	\$75.42
	08/01/2013	\$48.31	\$10.18	\$17.90	\$0.00	\$76.39
	02/01/2014	\$48.87	\$10.18	\$17.90	\$0.00	\$76.95
	08/01/2014	\$49.77	\$10.18	\$17.97	\$0.00	\$77.92
	02/01/2015	\$50.33	\$10.18	\$17.97	\$0.00	\$78.48
	08/01/2015	\$51.23	\$10.18	\$18.04	\$0.00	\$79.45
	02/01/2016	\$51.80	\$10.18	\$18.04	\$0.00	\$80.02
	08/01/2016	\$52.70	\$10.18	\$18.12	\$0.00	\$81.00
	02/01/2017	\$53.27	\$10.18	\$18.12	\$0.00	\$81.57

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	\$17.83	\$0.00	\$51.72
2	60	\$28.45	\$10.18	\$17.83	\$0.00	\$56.46
3	70	\$33.19	\$10.18	\$17.83	\$0.00	\$61.20
4	80	\$37.93	\$10.18	\$17.83	\$0.00	\$65.94
5	90	\$42.67	\$10.18	\$17.83	\$0.00	\$70.68

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.16	\$10.18	\$17.90	\$0.00	\$52.24
2	60	\$28.99	\$10.18	\$17.90	\$0.00	\$57.07
3	70	\$33.82	\$10.18	\$17.90	\$0.00	\$61.90
4	80	\$38.65	\$10.18	\$17.90	\$0.00	\$66.73
5	90	\$43.48	\$10.18	\$17.90	\$0.00	\$71.56

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2013	\$33.92	\$9.80	\$15.61	\$0.00	\$59.33
	09/01/2013	\$34.53	\$9.80	\$15.61	\$0.00	\$59.94
	03/01/2014	\$35.13	\$9.80	\$15.61	\$0.00	\$60.54
	09/01/2014	\$35.90	\$9.80	\$15.61	\$0.00	\$61.31
	03/01/2015	\$36.67	\$9.80	\$15.61	\$0.00	\$62.08

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.96	\$9.80	\$1.57	\$0.00	\$28.33
2	60	\$20.35	\$9.80	\$1.57	\$0.00	\$31.72
3	70	\$23.74	\$9.80	\$10.90	\$0.00	\$44.44
4	75	\$25.44	\$9.80	\$10.90	\$0.00	\$46.14
5	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
6	80	\$27.14	\$9.80	\$12.47	\$0.00	\$49.41
7	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37
8	90	\$30.53	\$9.80	\$14.04	\$0.00	\$54.37

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$9.80	\$1.57	\$0.00	\$28.64
2	60	\$20.72	\$9.80	\$1.57	\$0.00	\$32.09
3	70	\$24.17	\$9.80	\$10.90	\$0.00	\$44.87
4	75	\$25.90	\$9.80	\$10.90	\$0.00	\$46.60
5	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
6	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
7	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92
8	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING  
BRICKLAYERS LOCAL 3 (NEWTON)

01/01/2013	\$42.57	\$10.65	\$18.61	\$1.30	\$73.13
07/01/2013	\$42.74	\$10.65	\$18.61	\$1.30	\$73.30
01/01/2014	\$43.66	\$10.65	\$18.61	\$1.30	\$74.22
07/01/2014	\$44.26	\$10.65	\$18.61	\$1.30	\$74.82
01/01/2015	\$45.20	\$10.65	\$18.61	\$1.30	\$75.76
07/01/2015	\$45.78	\$10.65	\$18.61	\$1.30	\$76.34
01/01/2016	\$46.70	\$10.65	\$18.61	\$1.30	\$77.26

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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.29	\$10.65	\$12.11	\$1.30	\$45.35
2	60	\$25.54	\$10.65	\$13.61	\$1.30	\$51.10
3	65	\$27.67	\$10.65	\$14.61	\$1.30	\$54.23
4	70	\$29.80	\$10.65	\$15.61	\$1.30	\$57.36
5	75	\$31.93	\$10.65	\$16.61	\$1.30	\$60.49
6	80	\$34.06	\$10.65	\$17.61	\$1.30	\$63.62
7	90	\$38.31	\$10.65	\$18.61	\$1.30	\$68.87

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.37	\$10.65	\$12.11	\$1.30	\$45.43
2	60	\$25.64	\$10.65	\$13.61	\$1.30	\$51.20
3	65	\$27.78	\$10.65	\$14.61	\$1.30	\$54.34
4	70	\$29.92	\$10.65	\$15.61	\$1.30	\$57.48
5	75	\$32.06	\$10.65	\$16.61	\$1.30	\$60.62
6	80	\$34.19	\$10.65	\$17.61	\$1.30	\$63.75
7	90	\$38.47	\$10.65	\$18.61	\$1.30	\$69.03

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2013	\$41.34	\$10.00	\$13.55	\$0.00	\$64.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$42.12	\$10.00	\$13.55	\$0.00	\$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
PAINTERS LOCAL 35 - ZONE 2						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
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For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
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For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
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For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
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For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
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For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
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For apprentice rates see "Apprentice- LABORER"

DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	\$0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	\$0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	\$0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	\$0.00	\$88.65

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER (EFFLUENT)	08/01/2012	\$58.80	\$9.80	\$17.67	\$0.00	\$86.27
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$61.05	\$9.80	\$17.67	\$0.00	\$88.52
	08/01/2014	\$63.30	\$9.80	\$17.67	\$0.00	\$90.77
	08/01/2015	\$65.55	\$9.80	\$17.67	\$0.00	\$93.02
DIVER/SLURRY (EFFLUENT)	08/01/2012	\$82.32	\$9.80	\$17.67	\$0.00	\$109.79
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$85.47	\$9.80	\$17.67	\$0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	\$0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	\$0.00	\$119.24
DRAWBRIDGE OPERATOR (Construction)	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
ELECTRICIANS LOCAL 103	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
ELECTRICIANS LOCAL 103	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53

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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
2	40	\$17.41	\$13.00	\$0.52	\$0.00	\$30.93
3	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
4	45	\$19.58	\$13.00	\$10.53	\$0.00	\$43.11
5	50	\$21.76	\$13.00	\$10.85	\$0.00	\$45.61
6	55	\$23.94	\$13.00	\$11.19	\$0.00	\$48.13
7	60	\$26.11	\$13.00	\$11.51	\$0.00	\$50.62
8	65	\$28.29	\$13.00	\$11.85	\$0.00	\$53.14
9	70	\$30.46	\$13.00	\$12.17	\$0.00	\$55.63
10	75	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
2	40	\$17.68	\$13.00	\$0.53	\$0.00	\$31.21
3	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
4	45	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
5	50	\$22.10	\$13.00	\$10.86	\$0.00	\$45.96
6	55	\$24.31	\$13.00	\$11.20	\$0.00	\$48.51
7	60	\$26.52	\$13.00	\$11.53	\$0.00	\$51.05
8	65	\$28.73	\$13.00	\$11.86	\$0.00	\$53.59
9	70	\$30.94	\$13.00	\$12.19	\$0.00	\$56.13
10	75	\$33.15	\$13.00	\$12.53	\$0.00	\$58.68

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
ELEVATOR CONSTRUCTORS LOCAL 4						

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

## Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$38.50	\$10.00	\$13.02	\$0.00	\$61.52
	11/01/2013	\$39.26	\$10.00	\$13.02	\$0.00	\$62.28
	05/01/2014	\$40.03	\$10.00	\$13.02	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$39.91	\$10.00	\$13.02	\$0.00	\$62.93
	11/01/2013	\$40.68	\$10.00	\$13.02	\$0.00	\$63.70
	05/01/2014	\$41.45	\$10.00	\$13.02	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2013	\$21.17	\$10.00	\$13.02	\$0.00	\$44.19
	11/01/2013	\$21.63	\$10.00	\$13.02	\$0.00	\$44.65
	05/01/2014	\$22.08	\$10.00	\$13.02	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONINGELECTRICIANS	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
LOCAL 103	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	06/01/2013	\$33.73	\$10.00	\$13.55	\$0.00	\$57.28
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$34.39	\$10.00	\$13.55	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER	06/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
LABORERS - ZONE 1	12/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER	03/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
FLOORCOVERERS LOCAL 2168 ZONE 1	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - FLOORCOVERER - Local 2168 Zone I**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

FORK LIFT/CHERRY PICKER	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2013	\$35.51	\$7.80	\$14.60	\$0.00	\$57.91
GLAZIERS LOCAL 35 (ZONE 2)						

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	\$0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	\$3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	\$3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	\$3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	\$12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	\$13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	\$13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	\$14.01	\$0.00	\$53.77

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.19	\$10.00	\$0.00	\$0.00	\$32.19
2	60	\$24.20	\$10.00	\$13.55	\$0.00	\$47.75
3	65	\$26.22	\$10.00	\$13.55	\$0.00	\$49.77
4	70	\$28.24	\$10.00	\$13.55	\$0.00	\$51.79
5	75	\$30.26	\$10.00	\$13.55	\$0.00	\$53.81
6	80	\$32.27	\$10.00	\$13.55	\$0.00	\$55.82
7	85	\$34.29	\$10.00	\$13.55	\$0.00	\$57.84
8	90	\$36.31	\$10.00	\$13.55	\$0.00	\$59.86

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.62	\$10.00	\$0.00	\$0.00	\$32.62
2	60	\$24.67	\$10.00	\$13.55	\$0.00	\$48.22
3	65	\$26.73	\$10.00	\$13.55	\$0.00	\$50.28
4	70	\$28.78	\$10.00	\$13.55	\$0.00	\$52.33
5	75	\$30.84	\$10.00	\$13.55	\$0.00	\$54.39
6	80	\$32.90	\$10.00	\$13.55	\$0.00	\$56.45
7	85	\$34.95	\$10.00	\$13.55	\$0.00	\$58.50
8	90	\$37.01	\$10.00	\$13.55	\$0.00	\$60.56

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2013	\$43.52	\$13.00	\$14.16	\$0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	\$0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	\$0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	\$0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	\$0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	\$0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
LABORERS - ZONE I	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)	09/01/2012	\$41.46	\$10.65	\$11.50	\$0.00	\$63.61
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2013	\$43.06	\$10.65	\$11.50	\$0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	\$0.00	\$67.21

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.73	\$10.65	\$8.60	\$0.00	\$39.98
2	60	\$24.88	\$10.65	\$9.18	\$0.00	\$44.71
3	70	\$29.02	\$10.65	\$9.76	\$0.00	\$49.43
4	80	\$33.17	\$10.65	\$10.34	\$0.00	\$54.16

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$10.65	\$8.60	\$0.00	\$40.78
2	60	\$25.84	\$10.65	\$9.18	\$0.00	\$45.67
3	70	\$30.14	\$10.65	\$9.76	\$0.00	\$50.55
4	80	\$34.45	\$10.65	\$10.34	\$0.00	\$55.44

**Notes:**

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2013	\$40.23	\$7.70	\$18.35	\$0.00	\$66.28
IRONWORKERS LOCAL 7 (BOSTON AREA)						

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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.14	\$7.70	\$18.35	\$0.00	\$50.19
2	70	\$28.16	\$7.70	\$18.35	\$0.00	\$54.21
3	75	\$30.17	\$7.70	\$18.35	\$0.00	\$56.22
4	80	\$32.18	\$7.70	\$18.35	\$0.00	\$58.23
5	85	\$34.20	\$7.70	\$18.35	\$0.00	\$60.25
6	90	\$36.21	\$7.70	\$18.35	\$0.00	\$62.26

Notes:

\*\* Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:\*\*

JACKHAMMER & PAVING BREAKER OPERATOR  
LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER  
LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - LABORER - Zone 1

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	\$12.45	\$0.00	\$39.38
2	70	\$23.14	\$7.10	\$12.45	\$0.00	\$42.69
3	80	\$26.44	\$7.10	\$12.45	\$0.00	\$45.99
4	90	\$29.75	\$7.10	\$12.45	\$0.00	\$49.30

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.28	\$7.10	\$12.45	\$0.00	\$39.83
2	70	\$23.66	\$7.10	\$12.45	\$0.00	\$43.21
3	80	\$27.04	\$7.10	\$12.45	\$0.00	\$46.59
4	90	\$30.42	\$7.10	\$12.45	\$0.00	\$49.97

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
LABORERS - ZONE 1						
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	02/01/2013	\$36.20	\$10.18	\$16.51	\$0.00	\$62.89
	08/01/2013	\$36.91	\$10.18	\$16.58	\$0.00	\$63.67
	02/01/2014	\$37.36	\$10.18	\$16.58	\$0.00	\$64.12
	08/01/2014	\$38.07	\$10.18	\$16.65	\$0.00	\$64.90
	02/01/2015	\$38.52	\$10.18	\$16.65	\$0.00	\$65.35
	08/01/2015	\$39.23	\$10.18	\$16.72	\$0.00	\$66.13
	02/01/2016	\$39.68	\$10.18	\$16.72	\$0.00	\$66.58
	08/01/2016	\$40.38	\$10.18	\$16.80	\$0.00	\$67.36
	02/01/2017	\$40.84	\$10.18	\$16.80	\$0.00	\$67.82

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - MARBLE &amp; TILE FINISHER - Local 3 Marble &amp; Tile

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.10	\$10.18	\$16.51	\$0.00	\$44.79
2	60	\$21.72	\$10.18	\$16.51	\$0.00	\$48.41
3	70	\$25.34	\$10.18	\$16.51	\$0.00	\$52.03
4	80	\$28.96	\$10.18	\$16.51	\$0.00	\$55.65
5	90	\$32.58	\$10.18	\$16.51	\$0.00	\$59.27

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.46	\$10.18	\$16.58	\$0.00	\$45.22
2	60	\$22.15	\$10.18	\$16.58	\$0.00	\$48.91
3	70	\$25.84	\$10.18	\$16.58	\$0.00	\$52.60
4	80	\$29.53	\$10.18	\$16.58	\$0.00	\$56.29
5	90	\$33.22	\$10.18	\$16.58	\$0.00	\$59.98

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH  
BRICKLAYERS LOCAL 3 - MARBLE & TILE

02/01/2013	\$47.45	\$10.18	\$17.83	\$0.00	\$75.46
08/01/2013	\$48.35	\$10.18	\$17.90	\$0.00	\$76.43
02/01/2014	\$48.91	\$10.18	\$17.90	\$0.00	\$76.99
08/01/2014	\$49.81	\$10.18	\$17.97	\$0.00	\$77.96
02/01/2015	\$50.37	\$10.18	\$17.97	\$0.00	\$78.52
08/01/2015	\$51.27	\$10.18	\$18.04	\$0.00	\$79.49
02/01/2016	\$51.84	\$10.18	\$18.04	\$0.00	\$80.06
08/01/2016	\$52.74	\$10.18	\$18.12	\$0.00	\$81.04
02/01/2017	\$53.31	\$10.18	\$18.12	\$0.00	\$81.61

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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.73	\$10.18	\$17.83	\$0.00	\$51.74
2	60	\$28.47	\$10.18	\$17.83	\$0.00	\$56.48
3	70	\$33.22	\$10.18	\$17.83	\$0.00	\$61.23
4	80	\$37.96	\$10.18	\$17.83	\$0.00	\$65.97
5	90	\$42.71	\$10.18	\$17.83	\$0.00	\$70.72

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.18	\$10.18	\$17.90	\$0.00	\$52.26
2	60	\$29.01	\$10.18	\$17.90	\$0.00	\$57.09
3	70	\$33.85	\$10.18	\$17.90	\$0.00	\$61.93
4	80	\$38.68	\$10.18	\$17.90	\$0.00	\$66.76
5	90	\$43.52	\$10.18	\$17.90	\$0.00	\$71.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2013	\$34.68	\$9.80	\$15.76	\$0.00	\$60.24
MILLWRIGHTS LOCAL 1121 - Zone 1	10/01/2013	\$35.45	\$9.80	\$15.76	\$0.00	\$61.01
	04/01/2014	\$36.23	\$9.80	\$15.76	\$0.00	\$61.79
	10/01/2014	\$37.18	\$9.80	\$15.76	\$0.00	\$62.74
	04/01/2015	\$38.14	\$9.80	\$15.76	\$0.00	\$63.70

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

**Effective Date - 04/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.07	\$9.80	\$4.32	\$0.00	\$33.19
2	65	\$22.54	\$9.80	\$13.01	\$0.00	\$45.35
3	75	\$26.01	\$9.80	\$13.80	\$0.00	\$49.61
4	85	\$29.48	\$9.80	\$14.58	\$0.00	\$53.86

**Effective Date - 10/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.50	\$9.80	\$4.32	\$0.00	\$33.62
2	65	\$23.04	\$9.80	\$13.01	\$0.00	\$45.85
3	75	\$26.59	\$9.80	\$13.80	\$0.00	\$50.19
4	85	\$30.13	\$9.80	\$14.58	\$0.00	\$54.51

**Notes:**

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2013	\$21.17	\$10.00	\$13.55	\$0.00	\$44.72
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$21.59	\$10.00	\$13.55	\$0.00	\$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	06/01/2013	\$24.57	\$10.00	\$13.55	\$0.00	\$48.12
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$25.06	\$10.00	\$13.55	\$0.00	\$48.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
PAINTERS LOCAL 35 - ZONE 2						

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) \*

01/01/2013    \$35.91    \$7.80    \$15.60    \$0.00    \$59.31

\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

## Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	\$0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	\$3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	\$3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	\$4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	\$13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	\$14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	\$14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	\$14.96	\$0.00	\$55.08

## Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)

01/01/2013    \$33.97    \$7.80    \$15.60    \$0.00    \$57.37

PAINTERS LOCAL 35 - ZONE 2

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	\$0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	\$3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	\$3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	\$4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	\$13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	\$14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	\$14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	\$14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)  
LABORERS - ZONE 1

06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) \*

\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

01/01/2013	\$34.51	\$7.80	\$15.60	\$0.00	\$57.91
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## Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	\$0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	\$3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	\$3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	\$4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	\$13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	\$14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	\$14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	\$14.96	\$0.00	\$53.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$32.57	\$7.80	\$15.60	\$0.00	\$55.97

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	\$0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	\$3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	\$3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	\$4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	\$13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	\$14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	\$14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	\$14.96	\$0.00	\$52.07

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.38	\$8.91	\$8.00	\$0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	\$0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	\$0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	\$0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	\$0.00	\$71.17

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$9.80	\$17.67	\$0.00	\$47.07
2	60	\$23.52	\$9.80	\$17.67	\$0.00	\$50.99
3	70	\$27.44	\$9.80	\$17.67	\$0.00	\$54.91
4	75	\$29.40	\$9.80	\$17.67	\$0.00	\$56.87
5	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
6	80	\$31.36	\$9.80	\$17.67	\$0.00	\$58.83
7	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75
8	90	\$35.28	\$9.80	\$17.67	\$0.00	\$62.75

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$9.80	\$17.67	\$0.00	\$47.82
2	60	\$24.42	\$9.80	\$17.67	\$0.00	\$51.89
3	70	\$28.49	\$9.80	\$17.67	\$0.00	\$55.96
4	75	\$30.53	\$9.80	\$17.67	\$0.00	\$58.00
5	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
6	80	\$32.56	\$9.80	\$17.67	\$0.00	\$60.03
7	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10
8	90	\$36.63	\$9.80	\$17.67	\$0.00	\$64.10

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER  
PIPEFITTERS LOCAL 537

03/01/2013    \$49.34    \$8.75    \$14.39    \$0.00    \$72.48

## Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	\$14.39	\$0.00	\$62.61

Notes:

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:\*\*

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
PLUMBERS & GASFITTERS LOCAL 12						

**Apprentice - PLUMBER/GASFITTER - Local 12**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	\$4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	\$5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	\$7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	\$8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	\$10.09	\$0.00	\$56.39

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$53.29 Step5 with lic\$59.49

Apprentice to Journeyworker Ratio:\*\*

PNEUMATIC CONTROLS (TEMP.)	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER	06/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
LABORERS - ZONE 1	12/01/2013	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	\$0.00	\$59.10
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	\$0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc. Roofer Waterproofing & Roofer Dampproofg) <i>ROOFERS LOCAL 33</i>	02/01/2013	\$37.41	\$10.50	\$10.70	\$0.00	\$58.61



## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - ROOFER - Local 33

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.71	\$10.50	\$3.38	\$0.00	\$32.59
2	60	\$22.45	\$10.50	\$10.70	\$0.00	\$43.65
3	65	\$24.32	\$10.50	\$10.70	\$0.00	\$45.52
4	75	\$28.06	\$10.50	\$10.70	\$0.00	\$49.26
5	85	\$31.80	\$10.50	\$10.70	\$0.00	\$53.00

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2013	\$37.66	\$10.50	\$10.70	\$0.00	\$58.86
ROOFERS LOCAL 33						

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	02/01/2013	\$42.32	\$9.82	\$18.24	\$2.11	\$72.49
SHEETMETAL WORKERS LOCAL 17 - A						

## Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
2	40	\$16.93	\$9.82	\$4.00	\$0.00	\$30.75
3	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
4	45	\$19.04	\$9.82	\$8.00	\$1.11	\$37.97
5	50	\$21.16	\$9.82	\$8.75	\$1.19	\$40.92
6	50	\$21.16	\$9.82	\$9.00	\$1.20	\$41.18
7	60	\$25.39	\$9.82	\$10.24	\$1.36	\$46.81
8	65	\$27.51	\$9.82	\$10.99	\$1.45	\$49.77
9	75	\$31.74	\$9.82	\$12.49	\$1.62	\$55.67
10	85	\$35.97	\$9.82	\$13.49	\$1.78	\$61.06

Notes:  
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

## Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$32.13	\$8.91	\$8.00	\$0.00	\$49.04
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A)	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

## Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	\$8.00	\$0.00	\$34.82
2	40	\$21.03	\$8.42	\$8.00	\$0.00	\$37.45
3	45	\$23.66	\$8.42	\$8.00	\$0.00	\$40.08
4	50	\$26.29	\$8.42	\$8.00	\$0.00	\$42.71
5	55	\$28.92	\$8.42	\$8.00	\$0.00	\$45.34
6	60	\$31.55	\$8.42	\$8.00	\$0.00	\$47.97
7	65	\$34.18	\$8.42	\$8.00	\$0.00	\$50.60
8	70	\$36.81	\$8.42	\$8.00	\$0.00	\$53.23
9	75	\$39.44	\$8.42	\$8.00	\$0.00	\$55.86
10	80	\$42.06	\$8.42	\$8.00	\$0.00	\$58.48

## Notes:

Steps are 850 hours

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice - OPERATING ENGINEERS"	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2013	\$32.64	\$13.00	\$12.51	\$0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	\$0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	\$0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	\$0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	\$0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	\$0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	\$0.00	\$61.79

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
2	40	\$13.06	\$13.00	\$0.39	\$0.00	\$26.45
3	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
4	45	\$14.69	\$13.00	\$10.77	\$0.00	\$38.46
5	50	\$16.32	\$13.00	\$11.02	\$0.00	\$40.34
6	55	\$17.95	\$13.00	\$11.27	\$0.00	\$42.22
7	60	\$19.58	\$13.00	\$11.52	\$0.00	\$44.10
8	65	\$21.22	\$13.00	\$11.77	\$0.00	\$45.99
9	70	\$22.85	\$13.00	\$12.02	\$0.00	\$47.87
10	75	\$24.48	\$13.00	\$12.26	\$0.00	\$49.74

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
2	40	\$13.26	\$13.00	\$0.40	\$0.00	\$26.66
3	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
4	45	\$14.92	\$13.00	\$9.79	\$0.00	\$37.71
5	50	\$16.58	\$13.00	\$10.04	\$0.00	\$39.62
6	55	\$18.23	\$13.00	\$10.29	\$0.00	\$41.52
7	60	\$19.89	\$13.00	\$10.54	\$0.00	\$43.43
8	65	\$21.55	\$13.00	\$10.79	\$0.00	\$45.34
9	70	\$23.21	\$13.00	\$11.04	\$0.00	\$47.25
10	75	\$24.86	\$13.00	\$11.29	\$0.00	\$49.15

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	02/01/2013	\$46.35	\$10.18	\$17.83	\$0.00	\$74.36
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2013	\$47.25	\$10.18	\$17.90	\$0.00	\$75.33
	02/01/2014	\$47.81	\$10.18	\$17.90	\$0.00	\$75.89
	08/01/2014	\$48.71	\$10.18	\$17.97	\$0.00	\$76.86
	02/01/2015	\$49.27	\$10.18	\$17.97	\$0.00	\$77.42
	08/01/2015	\$50.17	\$10.18	\$18.04	\$0.00	\$78.39
	02/01/2016	\$50.74	\$10.18	\$18.04	\$0.00	\$78.96
	08/01/2016	\$51.64	\$10.18	\$18.12	\$0.00	\$79.94
	02/01/2017	\$52.21	\$10.18	\$18.12	\$0.00	\$80.51

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 02/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	\$17.83	\$0.00	\$51.19
2	60	\$27.81	\$10.18	\$17.83	\$0.00	\$55.82
3	70	\$32.45	\$10.18	\$17.83	\$0.00	\$60.46
4	80	\$37.08	\$10.18	\$17.83	\$0.00	\$65.09
5	90	\$41.72	\$10.18	\$17.83	\$0.00	\$69.73

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.63	\$10.18	\$17.90	\$0.00	\$51.71
2	60	\$28.35	\$10.18	\$17.90	\$0.00	\$56.43
3	70	\$33.08	\$10.18	\$17.90	\$0.00	\$61.16
4	80	\$37.80	\$10.18	\$17.90	\$0.00	\$65.88
5	90	\$42.53	\$10.18	\$17.90	\$0.00	\$70.61

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.42	\$9.07	\$8.00	\$0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
	12/01/2016	\$50.83	\$7.10	\$13.00	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
	12/01/2016	\$52.83	\$7.10	\$13.00	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
	12/01/2016	\$42.90	\$7.10	\$13.00	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

\* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

# WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

## STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2013

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108



[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

**END OF SECTION**

## **SECTION 01 10 00**

### **SCOPE OF THE WORK**

#### **PART 1 - GENERAL**

##### **1.01 GENERAL CONDITIONS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

##### **1.02 LOCATION OF WORK**

- A. The work of this Contract shall be performed at the DPW Utilities Facility, 60 Elliot Street, Newton Massachusetts.

##### **1.03 GENERAL SCOPE OF WORK**

- A. The work to be done consists:
  - 1. Exterior masonry restoration as indicated.
  - 2. Interior repairs to the concrete column
  - 3. New concrete foundation wall at the former scale

#### **MASONRY REPAIRS DPW UTILITIES FACILITY NEWTON, MASSACHUSETTS**

- B. The General Contractor shall furnish and do everything, except as otherwise provided by specific notations herein or on the drawings, necessary to complete the work in accordance with the Plans and Project Manual. He shall furnish all plant, labor, materials, supplies, tools, water, machinery, implements, light, power, transportation, and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.
- C. All work and materials furnished and installed shall be of the best quality and workmanship, and to the satisfaction of the Architect. There shall be no defect in the work or the operation thereof due to inferior materials or the workman like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work. It is the intention of these Specifications and Plans to cover all work necessary and incidental to the completion of this project, including all trades, as shown on the drawings or specified.
- D. Contractor shall do all necessary cutting and patching of structural and finish work as necessary to provide the finished results shown on the Contract Drawings and as herein specified.

1.04 LIST OF DRAWINGS dated April 17, 2013

<u>Plan No.</u>	<u>Description</u>
GENERAL	
T1	TITLE SHEET
ARCHITECTURAL	
A1	EXTERIOR ELEVATIONS
A2	EXTERIOR ELEVATIONS
A3	PART PLAN AND SECTION AT RAMP

PLANS MAY BE DOWNLOADED FROM THE CITY'S WEBSITE: [www.newtonma.gov/bids](http://www.newtonma.gov/bids)  
OR PICKED UP AT NEWTON CITY HALL, ROOM 204, PURCHASING DEPARTMENT.

END OF SECTION

## **SECTION 01 23 00**

### **ALTERNATES**

#### **PART 1 - GENERAL**

##### **1.01 GENERAL CONDITIONS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

##### **1.02 ALTERNATES**

- A. General bidders must submit a bid on all the alternate proposals requested.
- B. All filed sub-bidders must submit a bid on any alternate proposal that affects the work under their Section of the contract documents. Review the plans and specifications carefully to determine the scope of work under each of the alternates.
- C. If no change in price is to be indicated, the word "No Change" shall be used; do not use the term "No Bid".
- D. Description of the alternate proposals requested is as follows:

#### **PROPOSED ALTERNATES**

- 1. Alternate No. 1: Perform the exterior masonry restoration at the north elevation including cleaning and sealing all brick surfaces as well as the brick repairs.
- 2. Alternate No. 2: Perform the exterior masonry restoration at the east elevation including cleaning and sealing all brick surfaces as well as the brick repairs.

##### **1.03 BID FORM**

- A. All bidders shall insert in spaces provided on the bid form the amount to be added or subtracted from their bids for Alternates No. 1 and 2.

**END OF SECTION**

## SECTION 01 31 00

### CONSTRUCTION SCHEDULING AND PHASING

#### PART 1 - GENERAL

##### 1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

##### 1.02 DESCRIPTION OF WORK

- A. This Section specifies the construction phasing and scheduling of the work. The building will be occupied for the duration of the project but at a minimum during the summer period. Access for the tenant to a toilet must be maintained throughout the duration of the project.
- B. This Section also specifies the requirements and limitations that will be imposed during the execution of the work. Before any construction commences, the contractor must submit a schedule that identifies weekly activities for the duration of the project for approval by the Architect and Owner.

##### 1.03 SUBMITTALS

- A. The Contractor shall submit to the Architect for approval, a Construction Schedule in accordance with the requirements and limitations hereinafter specified.

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

##### 3.01 COORDINATION

- A. Upon receipt of bids and execution of the contract the contractor shall submit all materials and shop drawings for review and approval. The work of removal, modifications and/or replacement of materials and equipment shall not proceed until all new items are on site.
- B. During the initial stage of the project, a mandatory coordination meeting will be scheduled to discuss the awareness for all subcontractors to provide a continuous air barrier.
- C. The facility will continue to be occupied for daycare purposes during the time that the work under this contract is being performed. Therefore, the quantity of space that will be available to the contractor for window installation will be limited during the year while it is in session. During the year, the contract work shall be completed in the limited spaces during second shift operations to avoid work while the building is occupied.
- D. During the course of the work the Contractor shall, through a series of weekly meetings, continually appraise the Architect and the Facility Representative on the progress of the work and the scheduling of work yet to be done.

- E. The Contractor shall coordinate his work with the Building Administration in order that disruption to traffic flows and schedules are held to a minimum.

### 3.02 LIMITATIONS

- A. Sewer, water, gas and electric services to the building shall not be disconnected or disrupted during the course of performing the work under this Contract except during unoccupied hours when approved by the Owner.
- B. Contractor's employee parking will be limited to areas designated on the site.
- C. Contractor's storage area shall be confined to the areas designated on the site.
- D. The Contractor shall consult with the Chief of the City of Newton Fire Department on details or access routes for fire/emergency vehicles and appropriate signs (warning and information).
- E. The Contractor shall coordinate his work with the Building Administration to prevent pedestrian or vehicle traffic problems on the properties. Demolition should not present problems for fire or ambulance access to the building entrances.
- F. Drilling, jack hammering and like noisy operations shall not be performed directly under or adjacent to occupied spaces. The contractor shall consult with the Architect and Owner and ascertain when spaces will be unoccupied at which time such operations may be performed.
- G. Temporary entrances and fencing required to provide safe legal exits and entrance to the building shall be constructed as necessary and shall be completed and inspected and approved by the Building Commissioner.
- H. Exits shall be properly lighted and maintained clear of construction at all times.
- I. No construction materials shall be stored in such a way as to interfere with entrance and exits to the building and access to walks and play fields.
- I. The work scheduled under this contract shall be substantially complete on or before 120 days after the execution of the Contract.

### 3.03 SCHEDULE OF WORK

- A. Contractor shall meet with the architect and building administration to establish space availability for the work under this contract. The contractor shall then submit to the Architect for approval a construction schedule. The schedule shall indicate the tasks to be performed with a time schedule indicating the start and completion date of each task.

END OF SECTION

## SECTION 01 33 00

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

##### 1.02 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Samples:
  - 1. Office samples of sufficient size and quantity shall clearly illustrate:
    - a. Functional characteristics of product or material, with integrally related parts and attachment devices.
- B. General Contractor's Responsibilities:
  - 1. Coordinate each submittal with requirements of contract documents.
  - 2. The general contractor's responsibility for errors and omissions in submittals is not relieved by the Architect's review and approval of submittals.
  - 3. Notify the Architect in writing at time of submission, of deviations in submittals from requirements of contract documents or previous submissions.
  - 4. Work that requires submittals shall not commence unless submittals with Architect's stamp and initials or signature indicating review and approval.
  - 5. After Architect's review and approval, distribute copies.
- C. Submission Requirements:
  - 1. Make submittals promptly in accordance with approved schedules, and in such sequence as to cause no delay in the work.
  - 2. Shop drawings shall be submitted in accordance with Article 3, Section 3.12 of the Amendments and Supplements to AIA General Conditions.
  - 3. Submit number of samples specified in each Section of the Specification.
  - 4. Forward submittals with transmittal letter, in duplicate.

5. Submittals shall include:

- a. Date and revision dates
- b. Project title and number
- c. The names of:
  - 1) Architect
  - 2) General Contractor
  - 3) Sub-contractor
  - 4) Supplier
  - 5) Manufacturer
  - 6) Separate detailer when pertinent
- d. Identification of product or material
- e. Relation to adjacent structure or materials
- f. Field dimensions, clearly identified as such
- g. Specification section number
- h. Applicable standards, such as ASTM number
- i. A blank space, five-inch by four-inch, for designer's stamp
- j. Identification of deviations from contract documents
- k. General contractor's stamp, initialed or signed certifying review and approval of submittal.

D. Re-submission Requirements:

1. Product Data and Samples: Submit new data and samples as required from previous submittals.

E. Distribution of Submittals After Review and Approval:

1. Distribute copies of shop drawings and product data that display the Architect's stamp to appropriate sub-contractors.
2. Distribute one approved copy of shop drawings and product data to the project manager.
3. Distribute samples as directed by the Architect.

**END OF SECTION**



## SECTION 01 70 00

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

##### 1.02 FINAL CLEANING

- A. Unless otherwise specified under the various sections of the specifications, the general contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain project site free from accumulations of waste, debris, and rubbish, caused by operations. At completion of work, remove water, materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall include all surfaces, on which the general contractor has performed work and has used as access to areas where work was performed whether existing or new.
- D. Refer to sections of the specifications for cleaning of specific products or work.
- E. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- F. Use only those cleaning materials and methods that are recommended by the manufacturer or surface material to be cleaned.
- G. Employ experienced workmen, or professional cleaners, for final cleaning operations.
- H. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

##### 1.03 RECORD DRAWINGS

- A. Record drawings shall consist of all the contract drawings.
- B. The general contractor shall be required to maintain one set of record drawings, as the work relates to their sections of the specifications at the site.
- C. The record drawings shall be stored and maintained in the general contractor's office apart from other documents used for construction. The record drawings shall be maintained in a clean, dry and legible condition and shall not be used for construction purposes.

- D. Record drawings, as submitted by the general contractor, shall be verified in the field by the Architect or his consultants. Verification by the Architect shall occur during the construction process and prior to the related work being completed and covered up.
- E. The record drawing shall be available at all time for inspection by the Architects. All deficiencies noted shall be promptly corrected.
- F. The following information shall be indicated on the record drawings:
  - 1. Record all changes, including change orders, in the location, size, number and type both horizontally and vertically of all elements of the project which deviate from those indicated on all the contract drawings.
  - 2. The tolerance for the actual location of utilities and appurtenances within the building to be marked on the record drawings shall be plus or minus two (2) inches.
  - 3. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) feet intervals and at all changes of direction.
  - 4. The location of all internal utilities and appurtenances, concealed by finish materials, including but, not limited to valves, coils, dampers, vents cleanouts, strainers, pipes, junction boxes, turning vanes, variable and constant volume boxes, ducts, traps and maintenance devices. The location of these internal utilities, appurtenances and devices shall be shown by offsets to the column grid lines on the drawings.
  - 5. Each of the utilities and appurtenances shall be referenced by showing a tag number, area served and function on the record drawings.
- G. At the end of each month and before payment for materials installed, the general contractor, his subcontractors, and the Architect shall review record drawings for purpose of payment. IF THE CHANGES IN LOCATION OF ALL INSTALLED ELEMENTS ARE NOT SHOWN ON THE RECORD DRAWINGS AND VERIFIED IN THE FIELD, THEN THE MATERIAL SHALL NOT BE CONSIDERED AS INSTALLED AND PAYMENT WILL BE WITHHELD.
- H. At the completion of the contract, each subcontractor shall submit to the general contractor a complete set of his respective record drawings indicating all changes. After checking the above drawings, the general contractor shall certify in writing on the title sheet of the drawings that they are complete and correct and shall submit the record drawings to the Architect. The contractor shall submit an electronic version of the Record Drawings along with a hard copy.

#### 1.04 CLOSEOUT REQUIREMENTS AND SUBMITTALS

- A. Substantial Completion: As the project nears completion, the G.C. shall issue a list of incomplete items or items that need to be corrected (punchlist), to the Architect. The Architect shall review the list, make a visit to continue or dispute the list, and issue a Certificate of Substantial Completion if deemed to be such.
- B. Final Inspection:
  - 1. The general contractor shall submit written certification that:
    - a) Project has been inspected for compliance with contract documents and has satisfied the Building Department and local Fire Department.
    - b) Equipment and systems have been tested in the presence of Architect and are operational and satisfactory.
    - c) Project is completed, and ready for final inspection.
  - 2. Building Department Use and Occupancy Permit:
    - a) Arrange for a final inspection and secure the signed Certificate of Inspection for Use and Occupancy from the Building Department.

#### 1.05 GUARANTEES AND WARRANTIES

- A. Submit to the Architect all extended guarantees and warranties that have been specified in various, individual sections of the specifications.

END OF SECTION

## **SECTION 02 41 00**

### **DEMOLITION**

#### PART 1 - GENERAL

##### **1.01 GENERAL CONDITIONS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon.
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site.

##### **1.02 SCOPE OF WORK**

- A. This Section specifies the furnishing of all materials, labor, tools and equipment, and performing all operations necessary to complete all demolition work as shown on the Drawings and herein specified.
- B. The work shall include, but is not limited to:
  - 1. Exterior masonry restoration as indicated on the plans
  - 2. New foundation wall at the former scale
  - 3. Repairs to an interior concrete column as designated on the plans.

##### **1.03 PERMITS**

- A. Contractor shall obtain and pay for all permits required for the execution for the work under this Contract.

##### **1.04 JOB SITE CONDITIONS**

- A. The contractor shall coordinate his work with the Building operations, vehicle and pedestrian access to and from the site, etc. to prevent pedestrian or vehicle traffic problems on the property. Demolition shall not present problems for fire or ambulance access to building.

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

##### **3.01 PROTECTION**

- A. The demolition work shall be carried on in a manner that will insure adjacent property, whether title to such property be with the City of Newton, Massachusetts and the DPW Utilities Facility or some other owner, and whether the property be occupied or not, from any damage or injuries which might occur from falling debris or other cause and so as not to interfere with the use of the building or the free and safe passage to and from the same.

- B. Provide, erect and maintain all fences, planking, bracing, shoring, lights, barricades, partitions, warning signs and guards as necessary for the protection of the existing buildings, the contents of the buildings, Building users, staff and the general public.
- C. The Contractor shall provide the proper protection for all existing work, furnishings, and fixtures likely to be damaged where work is to be done and where openings are made in existing exterior walls. Openings in existing exterior walls shall be provided with watertight protection to protect against entry of inclement weather and partitions that will prevent entry of persons into the building at the end of each day's work.
- D. Provide a fire watch and fire protection materials and equipment at all times in the areas where "hot" work such as cutting and burning is taking place. Consult with the local Fire Department for fire watch requirements.

### 3.02 TEMPORARY PARTITIONS

- A. In general temporary plywood partitions shall be installed where required to isolate the construction site from the other areas of the building which may be occupied.

### 3.03 METHODS

- A. Perform the work carefully to prevent damage to existing construction to remain. Any damage to existing structure caused by the Contractor's operations shall be repaired and made good by the Contractor promptly, and without additional cost to the Owner.
- B. The existing flooring and walls in all spaces shall be protected. Any damage to the floor shall be repaired without cost to the owner. Any carpeted floors shall be protected before any demolition takes place in those areas. The protection shall remain throughout the window installation and the carpet shall be vacuumed at the completion of the window installation to restore the carpet to the condition before the work took place. If not restored, then additional measures to vacuuming will be required.

### 3.04 SECURITY PROGRAM

- A. Work locations must be closed to the public. A security system must be established. Only authorized personnel can enter the work areas.
- B. Emergency exits shall be maintained, or alternate exits provided.

### 3.05 DISPOSITION OF MATERIALS

- A. Unless otherwise noted on the drawings, all demolished materials shall become the property of the contractor, and together with all debris, shall be removed from the site daily.
- B. Remove from the premises all demolished materials immediately after demolition unless otherwise directed.
- C. All dumping and disposal shall be carried out in strict adherence to the regulations of the Commonwealth of Massachusetts and the local municipal jurisdiction under which the disposal area is regulated. In addition, the following regulations will be adhered to:
  - 1. All trucks carrying debris from the demolition operations shall, at all times, be covered to prevent dispersal of load or dust on the streets.
  - 2. The Contractor will be required to remove from the streets any demolition debris falling from trucks.
- D. Upon completion of demolition, clean the entire area of all debris and leave in an orderly manner.

END OF SECTION

## SECTION 03 30 00

### CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

##### 1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon.
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site.

##### 1.02 WORK TO BE PERFORMED

- A. The work of this Section consists of all cast-in-place concrete and concrete paving work as shown on the Drawings and as specified herein, and includes, but is not limited to, the following:
  - 1. Furnishing, placing, curing and finishing of all plain and reinforced concrete work for the new walk, foundation walls, footing and slab.
  - 2. Furnishing and placing of reinforcing steel and related accessories.
  - 3. Furnishing, erection and removal of form work.
  - 4. Furnishing and installation of joint fillers.
  - 5. Concrete mix design.
  - 6. Finishing of exposed concrete surfaces as herein specified.

##### 1.03 REFERENCE SPECIFICATIONS

- A. American Society for Testing and Materials (ASTM): Listed Standards.
- B. American Concrete Institute (ACI): Listed Standards.
- C. ACI 211.1, "Recommended Practice for Selecting Proportions for Normal and Heavyweights."
- D. ACI 211.1, "Recommended Practice for Selecting Proportions for Structural Lightweight Concrete."
- E. ACI 214, "Recommended Practice for Evaluation of Compression Test Results of Field Concrete."
- F. ACI 301, "Specifications for Structural Concrete for Buildings."
- G. ACI 302, "Recommended Practice for Concrete Floor and Slab Construction."
- H. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."
- I. ACI 305, "Recommended Practice for Hot Weather Concreting."
- J. ACI 306, "Recommended Practice for Cold Weather Concreting."
- K. ACI 309, "Consolidation of Concrete."

- L. ACI 311, "Recommended Practice for Concrete Inspection."
- M. ACI 315, "Recommended Practice for Detailing Reinforced Concrete Structures."
- N. ACI 318, "Building Code Requirements for Reinforced Concrete."
- O. ACI 247, "Recommended Practice for Concrete Framework."
- P. CRSI, "Reinforced Concrete - A Manual of Standard Practice."
- Q. CRSI, "Recommended Practice for Placing Reinforcing Bars."
- R. CRSI, "Recommended Practice for Placing Bar Supports."

#### 1.04 SUBMITTALS

- A. Submit shop and erection drawings for reinforcing steel and manufacturer's data for other products for Architect's approval.
- B. Fabrication of any material or performing of any work prior to the final approval of the shop drawings will be entirely at the risk of the Contractor.
- C. The Contractor is responsible for furnishing and installing materials called for in Contract Documents, even though these materials may have been omitted from approved shop drawings.
- D. Before being submitted to the Architect, all shop drawings shall be properly checked and coordinated by the Fabricator and by the Contractor and shall be stamped and signed accordingly. Drawings not complying with these requirements will be returned unchecked and stamped, "Not Accepted."

#### 1.05 TESTING, CONTROL AND INSPECTION

- A. The Contractor shall retain the services of a qualified independent testing agency, approved by the Architect, to test aggregate and to prepare a mix design for each strength of concrete specified; and shall submit such mix designs and test results to the Architect for approval. Mix designs may also be based on proven current designs accompanied by test results. The costs of all such preliminary services shall be borne by the Contractor. All other testing and inspection will be performed by the Owner's testing agency.
- B. A qualified testing agency approved by the Architect for other testing and inspection will be selected by and be paid for by the Owner.
  - 1. Concrete test cylinder sets shall be taken for the foundation walls and for the exterior concrete walkways.
  - 2. Any non-conformance with these Specifications shall be brought to the attention of the Contractor for correction prior to concrete placement.
- C. Cooperate fully with the testing agency's work in taking and storing samples. Provide storage facilities for concrete cylinders at the site. Facilities must protect cylinders from effects of low or high temperatures.
- D. Accept as final results of tests made by the qualified professional testing organization engaged by the Owner.
- E. Testing required because of changes requested by the Contractor in materials, sources of materials, or mix proportions; and extra testing of concrete or materials because of failure to meet the Specification requirements are to be paid for by the Contractor.
- F. Advise the Testing Agency of intent to place concrete by notification at least 24 hours prior to time of placement.
- G. All materials, measuring, mixing, transportation, placing and curing shall be subject to inspection by the Architect or by the Testing Agency. However, such inspection, wherever conducted, shall not relieve the Contractor of his responsibility to furnish materials and workmanship in accordance with Contract requirements, nor shall inspector's acceptance of material or workmanship prevent later rejection of same by the Owner or Architect if defects are discovered.

## PART 2 - MATERIALS

### 2.01 CONCRETE

- A. Portland Cement: ASTM C-150 Type I. All cement shall be from a single source.
- B. Natural Aggregates:
  - 1. Fine Aggregates for Concrete: Shall be natural sand consisting of clean, hard, durable, uncoated particles, conforming to ASTM C33. Organic content shall be determined according to ASTM C40, and supernatant liquid above test samples shall show color no darker than reference standard color solution prepared at same time. Allow no frozen or partially frozen aggregate in the mix.
  - 2. Coarse Aggregate for Concrete: For regular concrete use crushed stone or gravel from approved source conforming to ASTM C33. Coarse aggregate shall not contain greater amount of deleterious materials than specified in Table III, ASTM C33.
- C. Water from approved source, potable, clean and free of oils, salt, alkali, organic matter and other deleterious material.
- D. Admixtures:
  - 1. Water Reducing Agent ASTM C494, Type A: "WRDA" by W.R. Grace Co., or equal approved by the Architect. Water-reducing agent must be by same manufacturer as air-entraining agent.
  - 2. Air-entraining agent ASTM C260: "Darex" by W.R. Grace Co., or equal approved by the Architect. Air-entraining agent must be by same manufacturer as water-reducing agent. (At exterior slabs only)
  - 3. Other admixtures may be used, but only with the written approval of the Architect.
- E. Concrete Reinforcement:
  - 1. Welded wire fabric shall conform to ASTM Specification A-185. Supply in flat sheets.
  - 2. Bar supports, metal accessories and other devices necessary for proper assembly of concrete reinforcing shall be of standardized factory-made wire bar supports. All bar supports in exposed concrete shall have plastic tips to prevent rust spots on exposed surfaces. Wire for tying shall be 18 gauge black annealed wire conforming to ASTM Specification A-82.
- F. Form work:
  - 1. Forms: Except for exposed surfaces, form work material shall be exterior "plyform" Class 1, B-B or as approved by the Architect, not less than 5/8 inch thick. For all exposed surfaces plywood forms shall be plastic coated. Provide suitable form inserts for reglets, rustication joints and champhers as required on the Architectural Drawings.
  - 2. Form Oil: Oil shall be of a non-staining type, specifically manufactured for concrete forms.
  - 3. Form Ties: Except for exposed surfaces, factory-fabricated, removable or snap back, of approved design. Wire shall be at least 1-1/2 inch back from surfaces. For all exposed concrete work forms shall be tied in such a way that no evidence of ties is visible on the finished surfaces.
- G. Non-Shrink Grout: Shall be "Embecco 153" by Master Builders, "SonogROUT" by Sonneborn Building Products, "Five Star Grout" by U.S. Grout Corporation, or equal approved by the Architect.
- H. Patching Compound: Shall be "SIKATOP 122" by Sika Corporation, "DARAWELD-C" by W.R. Grace, or equal approved by the Architect.
- I. Chemical surface sealer/hardener for concrete shall be Horne Clear Seal by A.C. Horn Company, Kure-N-Seal by Sonneborn Building Products, Division of Contech, Inc., or approved equal chlorinated rubber base material at 22% solids. The material shall be applied both in accordance with the Manufacturer's recommendations for a curing compound on the wet concrete and as a hardener on fully cured concrete just prior to the occupancy.
- J. Concrete curing membranes shall be:
  - 1. White polyethylene sheeting 4 mils thick, ASTM C171; or
  - 2. Waterproof paper, Sisalkraft Type, ASTM C171-69; or
  - 3. Moisture curing shall be performed as specified in ACI 301 paragraph 12.2.1.1 - 12.2.1.4. Liquid membrane curing compounds may be used, but only with the approval of the Architect.



- K. Joint Filler: Where used with caulking or sealants shall be non-extruding, self-expanding filler strips conforming to ASTM D1752, Type III, and AASHTO N153, Type II, as manufactured by Celotex Corporation, W.R. Meadows, Inc., W.R. Grace and Company, or equal approved by the Architect. Where no sealant or caulking is required, strips may be non-extruding bituminous type in accordance with ASTM D1751.

## 2.02 STORAGE OF MATERIALS

- A. All materials shall be stored to prevent damage from the elements and other causes.
- B. Cement and aggregates shall be stored in such a manner as to prevent deterioration or intrusion of foreign matter. Any materials which have deteriorated, or which have been damaged, shall not be used for concrete.
- C. Store reinforcement steel on wood skids to protect it from weather, oil, earth and damage from trucking or other construction operations. Reinforcement shall be free from loose mill scale, rust, oil, concrete splatter and other extraneous coatings at the time it is embedded in the concrete.

## 2.03 CONCRETE MIXES FOR CAST-IN-PLACE CONCRETE

- A. Strength, cement and water requirements

	Design Comp. <u>Str.fc</u>	Min. Lab Str. Testing Age <u>7 days</u>	<u>28 days</u>	Min. Cem.Fac. <u>Sacks/cu.yd</u>	Maximum Net Water* <u>Gal/sack cem.</u>
Slabs, footings Foundations*	3000psi	2500 psi	2800 psi	5.5	6.5

\* This is total water in mix at time of placement, including free water of aggregates and liquid mixtures.

- B. Air-entraining and water-reducing agents shall be used in all concrete in strict accordance with the manufacturer's printed instructions. Total air entrained in freshly-mixed concrete shall be 5.0% plus or minus 1.0% of volume of concrete, except slabs with metallic floor hardener shall contain 2.0% maximum, with required strengths maintained.
- C. Slump of concrete: 4" +/-
- D. Premix admixtures in solution form and dispense as recommended by the manufacturer. Include the water in the solution in the design water content for the mixtures.

## PART 3 - EXECUTION

### 3.01 FORMING FOR CAST-IN-PLACE CONCRETE

- A. ACI 301, latest edition, "Specifications for Structural Concrete for Buildings", Chapter 4 Framework, is hereby made a part of this Specification.
- B. Forms shall be constructed to conform to shapes, lines and dimensions shown, plumb and straight, and shall be maintained sufficiently rigid to prevent deformation under load. Forms shall be sufficiently tight to prevent the leakage of grout. Securely brace and shore forms to prevent the leakage of grout. Securely brace and shore forms to prevent their displacement and to safely support the construction loads.
- C. Treat forms with a form release agent applied according to the manufacturer's instructions, by roller, brush or spray to produce a uniform thin film without bubbles or streaks. Apply the release agent in two coats for the first use of the form and in one coat for each additional use.
- D. ACI-301-89, Section 13.3 - Forms, is also hereby made a part of this Specification.
- E. Forms and shoring for all slabs and beams shall remain in place until the full specified 28 day compressive strength is achieved.

### 3.02 MIXING PROCESS FOR CAST-IN-PLACE CONCRETE



- A. Ready-mixed concrete shall be mixed and transported in accordance with "Specification for Ready-Mixed Concrete" ASTM C94, Alt. No. 3 and ACI STANDARD 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."

### 3.03 REINFORCING FOR CAST-IN-PLACE CONCRETE

- A. ACI 301, latest edition, "Specification for Structural Concrete for Buildings", Chapter 5 - Reinforcement, is hereby made a part of this Section.

### 3.04 JOINTS FOR CAST-IN-PLACE CONCRETE

- A. ACI 301-89, "Specifications for Structural Concrete for Buildings", Sections 6.1, 6.2 and 6.3 are hereby made a part of this Specification.
- B. Construction joints shall be formed with keyed bulkheads.
- C. Control joints shall be as shown on the drawings.

### 3.05 PLACING OF CAST-IN-PLACE CONCRETE

- A. Notify the Architect at least 48 hours prior to each placement.
- B. Do not place concrete until reinforcing steel, inserts, sleeves and other work to be built into the concrete have been inspected and approved by the Architect or the Owner's representative and by all other trades concerned.
- C. In hot weather, all concreting shall be done in accordance with ACI 305, "Recommended Practice for Hot Weather Concreting".
  - 1. When temperature rises above 70 degrees F., all surfaces of concrete shall be protected against rapid drying.
  - 2. Concrete delivered to the forms shall have a temperature of not over 90 degrees F.
  - 3. The temperature of the forms shall be not over 90 degrees F.
- D. In cold weather, all concreting shall be done in accordance with ACI 306, "Recommended Practice for Cold Weather Concreting".
  - 1. When the average daily temperature falls below 40 degrees F., all surfaces of concrete shall be maintained at a temperature of at least 50 degrees F., and not over 90 degrees F, for seven (7) days.
  - 2. Concrete delivered to the forms shall have a temperature of at least 60 degrees F., and not over 90 degrees F.
  - 3. The temperature of the forms shall be at least 40 degrees F.
  - 4. The Contractor shall maintain a record of temperature of the concrete at the most exposed surfaces of each placement at the beginning and at the end of each day of the curing period, which record shall be available to the Architect.
- E. Conveying: Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent separation or loss of ingredients and in a manner which will assure that the required quality of the concrete is retained.
- F. Depositing: Delivery and placement of concrete shall be programmed so that the time lapse between batching and placement shall not exceed 1-1/2 hours. Concrete shall not be allowed a free fall of over 4 feet. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing.
- G. Concrete shall be deposited continuously, in horizontal layers of such thickness (not deeper than 18 inches) that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. Placing shall be carried out at such a rate that the concrete which is being integrated with fresh concrete is still plastic. Concrete which has partially hardened or which has been contaminated by foreign materials shall not be deposited.
- H. Concrete shall be compacted thoroughly by mechanical vibrating to produce a dense, homogenous mass without voids or pockets. Vibrators should be placed in concrete so as to penetrate approximately 3 inches to 4 inches into the preceding lift so as to blend the two layers. Vibrating techniques must assure that, when the coarse aggregate reaches the form, it stops and the matrix fills the voids.

- I. The Contractor shall become familiar with ACI-303, Chapter 7 regarding Placing and Consolidation of Architectural Concrete. All applicable recommendations contained within ACI-303 shall be strictly followed.

### 3.06 CURING AND PROTECTION

- A. Protect newly placed concrete against low and high temperature effects and against rapid loss of moisture. Moist cure all concrete for at least seven days at a temperature of at least 50 degrees F by curing methods approved by the Architect.
- B. For vertical or near-vertical surfaces, moist cure by keeping the form in contact with the concrete, or by other effective means approved by the Architect. Intermittent wetting and drying does not provide acceptable curing.
- C. Cure floor slabs by covering with sisal or other waterproof curing paper conforming to ASTM Specifications C 171, lapped 4 inches at edges and sealed with tape at least three inches wide. The paper shall be weighted to prevent displacement, and holes or tears shall be immediately repaired.
- D. The Contractor may submit for the approval of the Architect alternative methods of curing non-exposed concrete surfaces. Approval of the alternatives shall not relieve the Contractor of his responsibility for the proper curing of all concrete.
- E. In hot weather, be adequately prepared to protect the concrete from the adverse influence of heat before the placement of any concrete. Take special precautions to avoid cracking of the concrete from rapid drying during placement of concrete when air temperature exceeds 70 degrees F., particularly when the work is exposed to direct sunlight.
  - 1. Cool forms by fog sprayed with water or by protecting them from the direct rays of the sun.
  - 2. If requested by the Contractor, deemed advisable by the Testing Engineer, and approved by the Architect, a retardant may be used to delay the initial set of the mix.
- F. In cold weather, be adequately prepared to protect the concrete from the adverse influence of cold before placement of any concrete.
  - 1. When the average daily temperature falls below 50 degrees F., take special precautions to assure adequate strength gain of the concrete.
  - 2. When the average daily temperature falls below 40 degrees F., prepare concrete with heated materials such that the concrete delivered to the forms shall have a temperature of at least 60 degrees F., and not over 90 degrees F. Prewarm the forms to at least 40 degrees F., to prevent the rapid cooling of the concrete by their contact; keep forms free of all ice and snow. When heated materials are being used, combine the warm water with the aggregate in the mixer and keep the resulting temperature below 90 degrees F. before cement is added to the mix. Protect all concrete by the use of heated enclosures which must be sufficiently strong and windproof and within which adequate heaters are properly distributed to maintain all concrete at the required temperatures. Do not allow heaters to locally heat or dry the concrete and do maintain adequate fire precautions.

### 3.07 ACCEPTANCE

- A. When the tests on control specimens of concrete fall below the required strength, the Architect shall have the right to require, at the Contractor's expense, mix redesign, load tests and/or strengthening as directed, and/or removal and replacement of those parts of the structure in which such concrete was used.

### 3.08 CLEANING

- A. The exposed faces of the cast-in-place concrete shall be cleaned of all stains, water marks and leaked fines.

END OF SECTION

## SECTION 04 20 00

### MASONRY RESTORATION

#### PART 1 - GENERAL

##### 1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon.
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site.

##### 1.02 WORK INCLUDED

- A. The scope of work consists of the installation of all materials to be furnished under this Section and, without limiting the generality thereof, includes the furnishing of all labor, materials and equipment necessary to the complete execution of masonry work as shown on the drawings and specified herein.
- B. The work of this Section shall include:
  - 1. Repairs and repointing of existing face brick at each end wall.
  - 2. Cutting and patching of existing masonry where existing face brick has cracked.
  - 3. All scaffolding, staging or lifts required for the execution of the work of this Section.
  - 4. Cleaning all brick and concrete surfaces
  - 5. Application of exterior water repellent to masonry surfaces.
- C. The work required by this Section is shown on drawings A1 and A2.

##### 1.03 SAMPLES

- A. Sample of shall be submitted to the Architect for approval before ordering.

##### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle masonry materials so as to protect them from wetting and other damage.
- B. Store materials off the ground under watertight covers.
- C. Store cementitious materials in their original containers. Do not use cementitious materials in broken containers or in containers showing water marks or other evidence of damage or contamination.

##### 1.05 WEATHER PROTECTION

- A. Temperature - No masonry shall be laid in freezing weather unless protection and methods of temporary heat in accordance with the Special Conditions are provided. No brick or other masonry unit having a film of frost on its surface shall be laid.
- B. Laying of masonry shall not be started until temperature is at least 35 degrees F. and rising.

- C. Temperature of 40 degrees F. shall be maintained on all new masonry for a minimum of twenty-four hours after laying.

#### 1.06 SCAFFOLDING, BRACING AND EQUIPMENT

- A. Furnish, install and maintain as long as is necessary, removing when no longer needed safe and adequate staging, scaffolding, hoisting, centering, scissors lifts, bucket trucks, swing staging and other equipment necessary for the proper execution of the work specified and indicated.
- B. Safety requirements for masonry wall construction are to be coordinated with the General Contractor .
- C. Staging and scaffolding shall comply with all applicable legal codes and regulations, including the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA)

### PART 2 - PRODUCTS

#### 2.01 BRICK REPAIR MATERIALS

- A. Portland Cement: ASTM C150 Type 1
- B. Hydrated Lime: ASTM C207 Type S
- C. Sand: Clean, uniformly well graded, conforming to ASTM Specification C-144, 100 percent passing Number 8 sieve, not more than 35 percent passing Number 50 sieve, and with a fineness modulus maintained at 2.25 plus or minus 0.10. Sand shall be selected for color and obtained from a single source meeting these requirements.
- D. Water: Potable and free from contaminates deleterious to the mortar or grout.
- E. Admixtures and Antifreeze Compounds: None
- F. Mortar for laying brick shall be in accordance with ASTM Specification C270, Proportion Specifications, Type M or S, or one part Portland cement, not more than one part lime and not more than six parts sand. The same brand of cement and source of sand shall be used throughout each job. Shades of mortar shall be selected by the Architect from samples laid up by the contractor for approval and shall match the existing mortar.
- G. Face Brick:
  - 1. Face brick shall be solid, hard burned face brick with water absorption of not more than 10 percent for an average of five bricks when tested by the five-hour boiling test in accordance with American Society of Testing Materials Designation C67 and which will conform to the requirements of ASTM C216, Grade SW, Type FBS and shall match the existing face brick for size, color and texture.
- H. Anchors for tying new masonry to existing concrete or masonry shall be hot dipped galvanized steel DW-10HS with Byna-Tie and Seismicclip as manufactured by Hohmann & Barnard or approved equal and shall be installed approximately 16 inches o.c. vertically and horizontally and shall be fastened to existing surfaces with Tapcon anchors as manufactured by ITW Ramset or approved equal.
- I. Anchors for securing masonry to structural steel shall consist of weld on type #359F weld on straps and Byna-Tie as manufactured by Hohmann and Barnard or approved equal.
- J. Grout: ASTM C476 fine type with minimum 28 day compressive strength of 2,500 psi.

#### 2.02 BRICK RESTORATION CLEANERS

- A. Restoration cleaner for brick surfaces shall be “Sure Klean Restoration Cleaner” as manufactured by ProSoCo or approved equal. This is a general purpose acidic restoration cleaner. It dissolves heavy atmospheric soiling. This is not suitable for limestone, marble, travertine, concrete or cast stone surfaces.

Form: Clear liquid

Color: Light amber  
pH: 1.2  
Specific Gravity: 1.05  
Flash Point: none

## 2.03 WATER REPELLANT

### A. Brick Sealer

1. The clear surface treatment/sealer shall be a clear “siloxane” type water repellant such as “Weather Seal Siloxane” as manufactured by ProSoCo or approved equal.
  - a. Appearance: clear liquid
  - b. Form: slightly opalescent liquid
  - c. Active substance: 6.7% oligomeric siloxane with long alkyl groups
  - d. Flash point: 41 degrees F
  - e. Solvent: alcohol
  - f. Specific gravity: 0.811
  - g. Wt/Gal: 6.8 lb.
  - h. Formation of active material: 5.0
2. Tests and Approvals
  - a. Materials specified: Prior to delivery, submit standard manufacturer’s notarized certification attesting to compliance with the requirements of this specification
  - b. Testing will be conducted on each surface exposure to be treated in an unobtrusive location on representative surface conditions. Test will include the cleaning and other surface preparation techniques proposed for the overall project followed by the application of the specified treatment/sealer employing the proposed application procedures.
  - c. Adjacent surfaces not treated will be tested for possible detrimental effect or aesthetic alteration created by exposure of the specified treatment and protected as determined necessary.
  - d. The contractor shall apply a test area of wall surface from ten to twenty square feet in size for inspection and approval by the architect.
  - e. The installer shall demonstrate proven ability and competence in the application of these products, in conformance with the manufacturers printed instructions.
  - f. If any part of this work shall be found defective because of improper preparation of surfaces or application of coatings before final acceptance, the contractor shall make good such defects to the satisfaction of the Architect at no cost to the Owner.

## PART 3 - EXECUTION

### 3.01 STAGING AND SCAFFOLDING

- A. All staging and scaffolding required to complete the work under this Section of the Specifications shall be provided as a part of this Section.
- B. Scaffolding shall be swept clean of all materials at the end of each working day.

### 3.02 BRICK LAYING

- A. Brick coursing and bond: Face Brick shall be laid to match existing coursing and bond.
- B. Jointing: All joints on the exposed face of brick walls and base shall be tooled to match existing joints. This shall be done with a stainless steel tool, before the mortar hardens but not until thumbprint hard, and with sufficient force to press the mortar tightly against the brick on both sides of the joint. Great care shall be taken not to spread the mortar over the edges of the face brick. All joints shall be uniform thickness throughout.
- C. Brick shall be laid with shoved joints and all joints shall be completely and thoroughly filled with mortar; bedding and buttering shall not be used; furrowed beds will not be permitted.

- D. Brickwork shall be done from staging as required so that the mason can readily fill all joints. No overhead laying will be permitted.
- E. Set all anchors, ties and inserts required in the work.
- F. Rake all joints to adequate depth where required to receive caulking and sealant.

### 3.03 BRICK CLEANING

- A. Use of all materials shall be in strict accordance with manufacturer's recommendations.

- 1. 766 Masonry Prewash

- a. Testing

- 1.) Clean a test panel before beginning overall cleaning operations to determine the effectiveness of the cleaning compound for the most efficient cleaning.
    - 2.) 766 Masonry Prewash should be used in concentrate during initial testing. If test panels using concentrated material clean effectively, additional tests may be run using a solution of 766 Masonry Prewash diluted with up to three parts water and one part concentrate.

- b. Application

- 1.) Protect all surrounding non-masonry surfaces.
    - 2.) Prewet a large area of masonry to be cleaned.
    - 3.) Apply a heavy coating of 766 Masonry Prewash to the surface using a brush or roller.
    - 4.) Allow the material to remain on the surface for 30 minutes to one hour. Under normal weather conditions (71 degrees F, 40% humidity) one hour long should be adequate standing time to clean the dirtiest masonry surface.
    - 5.) Pressure rinse making sure to hit each portion of the masonry surface with water pressure. If high pressure water equipment is not available, reapply 766 Masonry Prewash and scrub vigorously with stiff bristled brush or scrubbing pad. Rinse thoroughly with fresh water.
    - 6.) Immediately apply a solution of Sure Klean Restoration Cleaner as per the instructions on the product label.

### 3.04 CLEANING PRECAUTIONS

- A. Precautionary Measures

- 1. Use adequate ventilation. Wash thoroughly after handling, Wear rubber gloves, face shields, goggles and protective clothing to avoid splash to bare skin or eyes and NIOSH/MSHA approved respirators for use with acids.
  - 2. Avoid exposing building occupants to fumes. When applying materials, all windows, air intakes and exterior air conditioning vents should be covered during application and for thirty minutes following application. Dispose of all empty containers according to federal, state and local regulations.

- B. Window and Door Frame and Louver Protection

- 1. Protect frames using polyethylene secured by duct tape. Do not use masking tape.
  - 2. When applying stripper around protected frames, carefully brush apply to avoid contacting the protected frame surfaces.
  - 3. Any accidental splash, drip or spill must be cleaned from protected frames immediately to ensure that stripper does not contact frame surfaces.
  - 4. Do not remove frame protection until all stripping and rinsing is complete. If protection becomes loose, it must be secured before work can proceed.

### 3.05 WATER REPELLENT AT BRICK

## A. Surface Preparation

1. Protect all surrounding areas as recommended by the manufacturer's written instructions and as required by the Architect.
  - a. Windows and Doors shall be protected from contact with materials by masking with polyethylene or other approved techniques.
  - b. All non-masonry surfaces shall be protected from contact with the material by masking with polyethylene.
  - c. Surface cracks and void of more than 1/16<sup>th</sup> of an inch shall be tuck pointed or patched. All caulks and sealants should be in place and cured. All repointing should be allowed to cure before sealant application.
  - d. The masonry surfaces shall be clean and free of surface dirt, dust, oil or other surface contaminants. Use masonry cleaning compounds as recommended by the waterproofing manufacturer. Surfaces to be treated may be damp but should be absorbent to assure good penetration of the sealer.

## B. Application

1. Test each surface and/or material to be treated to insure compatibility and desired water repellence results. The surface to be treated must be free of all foreign matter and as dry as possible to ensure penetration of the water repellent.
2. Apply material as supplied and do not dilute or alter material as packaged. The preferred method for application is with a low-pressure, airless diaphragm type spray equipment or with a heavily saturated roller or brush.
3. Apply sealer in a "wet on wet" application. In the case of extreme dense surfaces, it may be necessary to restrict the amount of material applied to one saturating application to prevent surface darkening.
4. Apply sealer in a flooding application from the bottom up with a sufficient material applied to produce a 6 to 8 inch rundown below the contact point of the spray pattern with the masonry surface. Allow the first application to penetrate the surface (approximately 3 to 5 minutes) and reapply in the same saturating manner. Less material will be required to saturate the surface on the second application.

Note: When using a brush or a roller, care should be taken to assure that enough solution is applied. Apply sufficient material to thoroughly saturate the surface, making sure to brush out heavy runs or drips that do not penetrate.

## 3.06 REPAIR DISTRESSED BRICKWORK – ALL AREAS

- A. All exterior wall areas showing stress cracking, step fractures, areas where brick has drifted out of plumb or where brick has otherwise failed shall be cut out and rebuilt. When removing brick, sound headers should not be disturbed unless necessary. When rebuilding the brickwork, new work shall be laid plumb. New brick shall match existing as nearly as possible as approved by the architect. All new brickwork and repointing shall match existing as nearly as possible as approved by the architect.
- B. All defective brick units shall be cut out and replaced with new. Defective brick are brick with cuts or breaks 1-1/2 inch or more in length, salmon bricks, spalled bricks, visually eroded bricks or bricks which have otherwise deteriorated so that water is not repelled. Replace all missing bricks with new units.

## 3.07 BRICK REPOINTING

- A. Before commencing with any masonry joint cutting, all operable window sash joints within a 20 foot radius of the work area shall be taped with strips of 3M brand, 2 inch wide painters masking tape. All louver and grill openings within the work area shall also be blocked up with cardboard and taped around the perimeter. At completion of the cutting operation and after all dust has been cleaned from the wall surfaces, the masking tape shall be removed. Any tape remaining on the window and door frames shall be removed by the use of a kitchen detergent.
- B. Cut out and repoint mortar joints as required by the contract documents.
- C. In general, cutting of the joints shall be done with the use of hand tools. Power saws utilizing diamond blades may be used provided the work is carefully done and there is no damage caused to the adjacent bricks. The Architect may prohibit the use of saws if such damage is caused. Do not use power chippers. Any brick damaged by power tools shall be removed and new matching brick shall be installed.



- D. The mortar joints should be cut out to a depth of ½" inch or until a firm sound base is reached as determined by the architect. Each cut should leave a convex face in the existing mortar surface. The mortar used to repoint shall be mixture of 1 part Portland Cement, 1 part hydrated lime Type "S" and 4.5 parts well-graded siliceous sand. Mix thoroughly with clean water. Do not use mortar after two hours have elapsed from the time of mixing. Apply mortar to the joint to a maximum depth of ½ inch. If the cut is deeper, do it in two passes. When mortar is thumbprint hard, tool as directed to match existing joints.
- E. Color match shall be made through the careful selection of sand and binding materials. If this is not successful, a pigment may be used if approved by the Architect.
- F. When repointing, if a joint is deeper than ½ inch, repoint in a minimum of two passes. The depth of each pass shall not exceed ½ inch. Wait 24 hours between passes. When final pass mortar is thumbprint hard, tool as directed to match existing joints.

### 3.08 FINAL CLEANING

- A. All work shall be kept as clean as possible so that cleaning down may be accomplished easily. Protect all masonry from stain at all times to guard from discoloration. Splashing at staging levels shall be avoided either by covering the surfaces or by cleaning the surfaces so splattered while the mortar is still fresh.
- B. All masonry shall be thoroughly washed and cleaned with clear water and fiber brush to remove mortar stains, dirt and dust.
- C. If difficulty is encountered in removing stains from masonry using only water, this subcontractor, if approved by the Architect, may use stiff fiber brushes and not over 5% solution of muriatic acid after they have demonstrated to the Architect that the acid is necessary.

END OF SECTION